IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.120 OF 2005

IN

SUMMARY SUIT NO.2173 OF 2004

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Interlables Industries Pvt.Ltd. ...Plaintiff

v/s.

Dr.B.J.Mohite ...Defendant

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Mr.H.G.Vijaykumar i/b Vijaykumar & Co. for the Plaintiff.

Mr.B.A.Vora with Ms.P.V.Hingorani for the Defendant.

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CORAM: D.K.DESHMUKH, J.

DATED: 13TH MARCH,2007

P.C.:

1. The Plaintiff's suit is for recovery of price of goods which were admittedly supplied by the Plaintiff

to the Defendant.

2. Before me only three defences were argued on behalf of the Defendant. First defence was that an amount of Rs.50,000/- was paid by cheque and that credit for that amount has not been given by the Plaintiff. Perusal of the reply shows that the Defendant has not produced statement of his bank account. He has also not sought leave of the court to rely on that statement of bank account. In the absence of any proof being produced by the Defendant that he has paid Rs.50,000/- by cheque, mere statement made in the affidavit in reply cannot be accepted. The defence, therefore, has no substance.

. The second defence was that the printer head supplied on 19-3-2002 was replaced. It appears that the printer- head that was supplied was found to be defective, the Plaintiff therefore replaced that printer-head on 25-9-2002. The learned Counsel for the Defendant submitted that there was no defect in the replaced printer-head, and therefore, obviously the Defendant will have to pay price of that replaced printer-head.

. The third defence that was argued is the goods supplied under invoices dated 6-6-2002 and 24-7-2002 were supplied short. But admittedly, there is no complaint made by the Defendant to the Plaintiff that the goods supplied under the invoices dated 6-6-2002 and 24-7-2002 were short.

3. None of the defences raised by the Defendant has any substance. The Defendant does not have any defence to offer, therefore, he is not entitled to leave to defend the suit. The Plaintiff, on the other, is entitled to decree. Summons for judgment is, therefore, granted. Suit of the plaintiff is decreed in terms of prayer clauses of the suit. Refund of court fees as per rules.

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